



October 10, 2019

VIA ELECTRONIC DELIVERY

The Honorable Jocelyn G. Boyd
Chief Clerk/Administrator
Public Service Commission of South Carolina
101 Executive Center Drive
Columbia, South Carolina 29210

Re: Request of Dominion Energy South Carolina, Inc. for Approval of
Revisions to Form Contract for Light Emitting Diode (LED) Lighting
Service;
Docket No. 2014-203-E

Dear Ms. Boyd:

By Order No. 2014-482 issued in the above-referenced docket, the Public Service Commission of South Carolina ("Commission") approved a form contract for the installation and maintenance of light emitting diode ("LED") streetlights. Dominion Energy South Carolina, Inc. ("DESC" or "Company") uses this Commission-approved form contract to accommodate requests from customers who ask that DESC install and maintain LED streetlights in their neighborhood or place of business. Based on its experience with this form contract, and pursuant to S.C. Code Ann. Regs. 103-346 (2012), DESC hereby proposes the following revisions to the form agreement:

1. Article II has been revised to include alternative "rate and monthly facility charge" provisions for "unmetered receptacles mounted on poles" and "conversion projects." These provisions are necessary for situations where DESC receives requests (typically from municipalities) for access to a receptacle mounted on the streetlight pole for holiday, special event, or other use that requires electricity or where DESC receives requests from customers who desire to convert their existing lighting to LED lighting.
2. Article III has been revised to include an optional sentence that can be added to the conversion option.
3. Article IV has been revised to include an alternative "installation and maintenance" provision for conversion projects where the existing infrastructure other than the fixture and control device will remain and allow for conversion of the fixture to LED and the addition of a control device.

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4. Article VI has been revised to reduce the term of the agreement from 15 years to 10 years and to include provisions for the remaining term in the event of an assignment.
5. References to South Carolina Electric & Gas Company have been amended to Dominion Energy South Carolina, Inc.

A redlined version of the form contract showing the proposed revisions and a clean version of the form contract with the proposed revisions incorporated are attached hereto.

Based on the foregoing, and pursuant to S.C. Code Ann. Regs. 103-346, DESC hereby files with the Commission and respectfully requests that it approve the proposed revisions to the form contract for LED lighting service.

By copy of this letter, DESC is also providing the South Carolina Office of Regulatory Staff with a copy of the proposed revisions to the form contract for LED lighting service.

If you have any questions, please do not hesitate to contact us.

Very truly yours,



Matthew W. Gissendanner

MWG/kms
Enclosures

cc: Jeffrey M. Nelson, Esquire
Dawn Hipp
(both via electronic mail and U.S. First Class mail w/enclosures)

LIGHT EMITTING DIODE (LED) LIGHTING AGREEMENT**(Customer Name)****(Customer Street Address)****(Customer City, State, Zip)**

THIS AGREEMENT ("Agreement") is entered into and effective this ____ day of _____, 20____, by and between _____ ("Customer") and Dominion Energy South Carolina, Inc. ("Company"), a South Carolina corporation. Customer and Company may be referred to individually as "Party" or collectively as "Parties".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the Parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting. Company shall also perform remote monitoring and diagnostic service for the LED fixtures and those charges are included in the facility fee.

ARTICLE II**(Standard)**

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$_____ per kwh. The energy charge is calculated on an unmetered basis and estimated based on the manufacturer's specified input wattage. The Company reserves the right to meter one or more of the LED luminaires. Based on the above, Customer's monthly lighting energy charges shall be \$_____ per month plus a Basic Facilities Charge (BFC) of \$_____ per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

Fixture Type	Input Watts	Qty	Converted Kwh	Rate 9	Energy	BFC	Total Energy Charge (\$)
_____	_____	_____	_____	\$ _____	\$ _____	\$ _____	\$ _____

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of ____% of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$_____ (____% times \$_____). The monthly facility charge will not change during the term of the Agreement.

OR

(With Unmetered Receptacles Mounted on Poles)

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge for both the LED fixture and the pole mounted receptacle usage in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$_____per kwh. The energy charge is calculated on an unmetered basis. The LED fixture usage is estimated based on the manufacturer's specified input wattage. The pole mounted receptacle usage is based on estimated yearly usage equalized for a monthly charge. The Company reserves the right to meter one or more of the LED luminaires and/or pole mounted receptacles. Based on the above, Customer's monthly lighting energy charges shall be \$_____ per month for LED fixtures and \$_____ for pole mounted receptacle plus a Basic Facilities Charge (BFC) of \$_____ per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

Fixture Type	Input Watts	Qty	Converted Kwh	Rate 9	Energy	BFC	Total Energy Charge (\$)
				\$_____	\$_____	\$_____	\$_____
Receptacle				\$_____	\$_____	\$_____	\$_____
						\$_____	\$_____
						Total	\$_____

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of _____% of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$_____ (_____% times \$_____). The monthly facility charge will not change during the term of the Agreement.

OR

(For Conversion Projects)

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$_____ per kwh. The energy charge is calculated on an unmetered basis and estimated based on the manufacturer's specified input wattage. The Company reserves the right to meter one or more of the LED luminaires. Based on the above, Customer's monthly lighting energy charges shall be \$_____ per month plus a Basic Facilities Charge (BFC) of \$_____ per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

Fixture Type	Input Watts	Qty	Converted Kwh	Rate 9	Energy	BFC	Total Energy Charge (\$)
				\$_____	\$_____	\$_____	\$_____

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of _____% of the total project cost per month as of the effective date of this Agreement. Total cost is LED luminaire replacement cost plus depreciated cost of all remaining poles, underground wiring and appurtenances when applicable. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$_____ (_____% times \$_____). The monthly facility charge will not change during the term of the Agreement.

Customer's initial monthly lighting charges for this project will total \$ _____ plus S.C. sales tax and all other applicable fees.

Rate	Item	Total
9	Total Energy Charge	\$ _____
	Monthly Facility Charge	\$ _____
	Total Monthly Lighting Charges	\$ _____

Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the PSC as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

ARTICLE III

Select option 1, option 2 or option 3 and/or option 4

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is required for this project.

OR

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$ _____ to be paid by Customer to Company prior to installation.

OR

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$ _____ to be paid by Customer to Company prior to installation. This contribution includes the cost to purchase non-standard equipment.

OR

The following optional sentence can be added to any of the three (3) options above as applicable.

CONDUIT: Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

OR

The following optional sentence can be added to the conversion option above.

CONDUIT: Customer has existing conduit acceptable to Company

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all

applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to install underground wiring and appurtenances for ____ (____) luminaires mounted on ____ (____) poles. Company also agrees to install a control (node) on each LED luminaire to provide photocontrol, remote monitoring and diagnostics for this lighting project. This lighting installation will be located at _____, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles.

Customer Initial/Date

OR

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to replace the existing ____ (____) luminaires mounted on ____ (____) poles with ____ (____) LED luminaires mounted on (existing/replacement)(**Choose one**) ____ (____) poles. Company also agrees to install a control (node) on each LED luminaire to provide photocontrol, remote monitoring and diagnostics for this lighting project. This lighting installation will be located at _____, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles.

Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE: Company shall perform all ordinary replacement and maintenance due to normal wear and tear on the equipment and appurtenances. This shall include the replacement of conductor and electrical connections. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company. Company shall retain ownership of poles located on Customer's premises.

In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors.

If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by

a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

ARTICLE VI

TERM: This Agreement shall continue for the full initial term of ten (10) years and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

OR

TERM: This Agreement shall continue for _____ years (the number of years remaining on the initial term after assignment) and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

ARTICLE VII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article VIII shall apply.

ARTICLE VIII

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE IX

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDLESS OF THE FAULT OR NEGLIGENCE OF COMPANY.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE X

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XI

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

ARTICLE XII

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XIII

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XIV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XV

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVI

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the Parties hereto, as well as the Parties themselves.

ARTICLE XVII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

ARTICLE XVIII

NON-STANDARD EQUIPMENT: These luminaires and/or poles are considered non-standard (non-stock) equipment, and Customer accepts that replacements will not be readily available (six weeks typical delivery time) and may not be exact duplicates of originals.

(Customer Name)

By: _____

(Print Name): _____

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC.

By: _____

(Print Name): Daniel F. Kassis

Title: Vice President, Customer Relations and Renewables

Date: _____

Contract No.

LIGHT EMITTING DIODE (LED) LIGHTING AGREEMENT
(Customer Name)
(Customer Street Address)
(Customer City, State, Zip)

THIS AGREEMENT ("Agreement") is entered into and effective this ____ day of _____, 20____, by and between _____ ("Customer") and Dominion Energy South Carolina ~~Electric & Gas Company, Inc.~~ ("Company"), a South Carolina corporation. Customer and Company may be referred to individually as "Party" or collectively as "Parties".

In consideration of the mutual covenants and agreements herein contained, the same to be well and truly kept and performed, the sums of money to be paid, and the services to be rendered, the Parties hereto covenant and agree with each other as follows, namely:

ARTICLE I

LIGHTING SERVICE: Company shall provide lighting service from dusk (one half (1/2) hour after sunset) to dawn (one half (1/2) hour before sunrise) each night during the Agreement period for a total of approximately four thousand (4000) hours of lighting per year. Customer agrees that lighting provided is ornamental in nature and is not designed for security or public safety. Company does not guarantee lighting level for security or public safety purposes. Customer agrees that lighting is not designed in accordance with the Illuminating Engineering Society (IES) recommended maintained luminance and illumination values for roadways and area lighting. Company shall also perform remote monitoring and diagnostic service for the LED fixtures and those charges are included in the facility fee.

ARTICLE II

(Standard)

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$_____ per kwh. The energy charge is calculated on an unmetered basis and estimated based on the manufacturer's specified input wattage. The Company reserves the right to meter one or more of the LED luminaires. Based on the above, Customer's monthly lighting energy charges shall be \$_____ per month plus a Basic Facilities Charge (BFC) of \$_____ per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

Fixture Type	Input Watts	Qty	Converted Kwh	Rate 9	Energy	BFC	Total Energy Charge (\$)
_____	_____	_____	_____	\$_____	\$_____	\$_____	\$_____

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of _____% of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$_____ (_____% times \$_____). The monthly facility charge will not change during the term of the Agreement.

OR

(With Unmetered Receptacles Mounted on Poles)

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge for both the LED fixture and the pole mounted receptacle usage in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$ _____ per kwh. The energy charge is calculated on an unmetered basis. The LED fixture usage is estimated based on the manufacturer's specified input wattage. The pole mounted receptacle usage is based on estimated yearly usage equalized for a monthly charge. The Company reserves the right to meter one or more of the LED luminaires and/or pole mounted receptacles. Based on the above, Customer's monthly lighting energy charges shall be \$ _____ per month for LED fixtures and \$ _____ for pole mounted receptacle plus a Basic Facilities Charge (BFC) of \$ _____ per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

<u>Fixture Type</u>	<u>Input Watts</u>	<u>Qty</u>	<u>Converted Kwh</u>	<u>Rate 9</u>	<u>Energy</u>	<u>BFC</u>	<u>Total Energy Charge (\$)</u>
				\$ _____	\$ _____	\$ _____	\$ _____
Receptacle				\$ _____	\$ _____	\$ _____	\$ _____
						\$ _____	\$ _____
						Total	\$ _____

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of _____ % of the total project cost per month as of the effective date of this Agreement. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$ _____ (_____ % times \$ _____). The monthly facility charge will not change during the term of the Agreement.

OR

(For Conversion Projects)

RATE AND MONTHLY FACILITY CHARGE: Customer shall be billed an energy charge in accordance with Company's "General Service", Rate 9, attached hereto and incorporated herein by reference, which is currently \$ _____ per kwh. The energy charge is calculated on an unmetered basis and estimated based on the manufacturer's specified input wattage. The Company reserves the right to meter one or more of the LED luminaires. Based on the above, Customer's monthly lighting energy charges shall be \$ _____ per month plus a Basic Facilities Charge (BFC) of \$ _____ per month. The energy charge and the BFC are subject to change upon periodic review and approval by the Public Service Commission of South Carolina (PSC), in the manner prescribed by law.

<u>Fixture Type</u>	<u>Input Watts</u>	<u>Qty</u>	<u>Converted Kwh</u>	<u>Rate 9</u>	<u>Energy</u>	<u>BFC</u>	<u>Total Energy Charge (\$)</u>
				\$ _____	\$ _____	\$ _____	\$ _____

Customer will also be charged a monthly facility charge in accordance with Rate 9 in the amount of _____ % of the total project cost per month as of the effective date of this Agreement. Total cost is LED luminaire replacement cost plus depreciated cost of all remaining poles, underground wiring and appurtenances when applicable. The Customer agrees to pay the Company a continuing monthly facility charge in the amount of \$ _____ (_____ % times \$ _____). The monthly facility charge will not change during the term of the Agreement.

Customer's initial monthly lighting charges for this project will total \$ _____ plus S.C. sales tax and all other applicable fees.

Rate	Item	Total
9	Total Energy Charge	\$ _____
	Monthly Facility Charge	\$ _____
	Total Monthly Lighting Charges	\$ _____

Additionally, this Agreement and all services rendered hereunder are subject to Company's "General Terms and Conditions" as approved by the PSC as they may now exist or may be amended in the future. The "General Terms and Conditions" as they currently exist are made a part of this Agreement as attached.

ARTICLE III

Select option 1, option 2 or option 3 and/or option 4}

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. The installation cost does meet the 4 to 1 ratio and therefore no aid to construction is required for this project.

OR

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$ _____ to be paid by Customer to Company prior to installation.

OR

AID-TO-CONSTRUCTION: Customer has requested, and Company has agreed to install facilities. The installation cost requires an aid to construction in the amount of \$ _____ to be paid by Customer to Company prior to installation. This contribution includes the cost to purchase non-standard equipment, ~~and a onetime fee for lifetime use of receptacles.~~

OR

The following optional sentence can be added to any of the three (3) options above as applicable.

CONDUIT: Customer agrees to provide and install all two (2) inch schedule 40 gray electrical PVC lighting conduit to Company specification. Company shall assume no responsibility for repairs to or replacement of damaged conduit.

OR

The following optional sentence can be added to the conversion option above.

CONDUIT: Customer has existing conduit acceptable to Company

ARTICLE IV

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service

(PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to install underground wiring and appurtenances for _____ () _____ luminaires mounted on _____ () _____ poles. Company also agrees to install a control (node) on each LED luminaire to provide photocontrol, remote monitoring and diagnostics for this lighting project. This lighting installation will be located at _____, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles. _____

Customer Initial/Date

OR

INSTALLATION AND MAINTENANCE: Customer is responsible for locating and marking all facilities (irrigation, water, sewer, drainage, etc.) in areas where digging will take place if not part of the Palmetto Utility Protection Service (PUPS). Company is not responsible for any damage to Customer owned utilities such as irrigation, sewer, cable, water taps, etc. that have not been located or have been mis-located. Customer is responsible for obtaining all applicable authorizations and permissions from any governmental entities related to luminaires, poles, and/or related equipment. Customer is also responsible for compliance with, and informing Company of, any governmental ordinances as they may relate to lighting. Customer is responsible for and will pay to Company any and all costs associated with the removal, relocation or exchange of luminaires, poles and/or related equipment that are determined to be non-compliant by governmental entities. Company agrees to replace the existing _____ () _____ luminaires mounted on _____ () _____ poles with _____ () _____ LED luminaires mounted on (existing/replacement)(Choose one) _____ () _____ poles. Company also agrees to install a control (node) on each LED luminaire to provide photocontrol, remote monitoring and diagnostics for this lighting project. This lighting installation will be located at _____, South Carolina. The delivery voltage to these fixtures shall be 120v. At all times, Company will maintain ownership of LED luminaires and poles. The Customer must notify the Company of any non-functioning or mal-functioning lights. Company will not be responsible for any landscape or pavement replacement that may be necessary as a result of the Company installing and/or performing maintenance on the lighting facility. Customer will maintain a reasonable working distance around LED luminaires and poles.

Customer Initial/Date

ARTICLE V

REPLACEMENT AND MAINTENANCE: Company shall perform all ordinary replacement and maintenance due to normal wear and tear on the equipment and appurtenances. This shall include the replacement of conductor and electrical connections. Non-standard equipment replacement may be delayed until such equipment can be ordered and delivered to Company. Company shall retain ownership of poles located on Customer's premises.

In the event of accidental damage or vandalism, Company shall bill Customer and hold Customer responsible for all extraordinary replacement and maintenance work that is not recovered by Company from third parties tortfeasors.

If Customer elects, for any reason, to require removal or relocation of Company facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation. If action is taken by a governmental entity that requires the removal or relocation of Company's facilities, Customer is required to reimburse Company for all costs incurred by Company as a result of such removal or relocation.

ARTICLE VI

TERM: This Agreement shall continue for the full initial term of ~~fifteen (15) years~~ ten (10) years and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

OR

TERM: This Agreement shall continue for _____ years (the number of years remaining on the initial term after assignment) and continues thereafter from year to year until terminated by at least thirty (30) days prior written notice by either Party to the other of its intention to terminate.

ARTICLE VII

TERMINATION FOR DEFAULT BY CUSTOMER: The occurrence of any one or more of the following events by Customer shall constitute a default by Customer: 1) bankruptcy; 2) non-payment; 3) dissolution of business entity; 4) discontinuation of access; or 5) unauthorized modification of equipment. In the event of default, Company reserves the right to terminate this Agreement. Should Customer terminate prior to the end of the initial term of this Agreement, an early termination charge outlined in Article VIII shall apply.

ARTICLE VIII

EARLY TERMINATION CHARGE: Should Customer terminate this Agreement for any reason, either during the initial term or any extension thereof, unless waived as provided for herein, Customer shall pay to Company a termination charge excluding fuel for the remainder of the contract term; plus the sum of the original cost of the installed equipment, less accumulated depreciation through the effective termination date, plus removal and disposal costs, plus environmental remediation costs, less any applicable salvage values, the total cost of which shall not be less than zero. Company may waive a portion or all of the termination charge where (1) a successor agreement is executed prior to termination of this Agreement, (2) Customer is able to furnish Company with satisfactory evidence that a successor customer will occupy the premises within a reasonable time and contract for substantially the same service facilities, or (3) the facilities for serving have been fully depreciated.

ARTICLE IX

LIMITATION OF LIABILITY: THE PARTIES AGREE, AS AN ESSENTIAL CONDITION OF THIS AGREEMENT, THAT COMPANY SHALL HAVE NO LIABILITY TO CUSTOMER OR TO ANY THIRD PARTY AS A RESULT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES EXCEPT TO THE EXTENT OF COMPANY'S NEGLIGENCE. CUSTOMER AGREES TO INDEMNIFY COMPANY IN THE EVENT THAT A THIRD PARTY SHOULD BRING A CLAIM AGAINST COMPANY ARISING OUT OF THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDLESS OF THE FAULT OR NEGLIGENCE OF COMPANY.

IN NO EVENT WILL COMPANY BE LIABLE FOR INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES. THE LIABILITY OF COMPANY SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY CUSTOMER TO COMPANY DURING THE TWELVE MONTHS PRECEDING THE EVENT WHICH GIVES RISE TO THE UNDERLYING CLAIM.

ARTICLE X

WARRANTIES: COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY TYPE, EXPRESS OR IMPLIED, EXCEPT AS SPECIFICALLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE FOREGOING, COMPANY EXPLICITLY DISCLAIMS ANY WARRANTY REGARDING THE SERVICES PROVIDED HEREUNDER OR COMPANY'S INSTALLATION, OPERATION, MAINTENANCE, OR REMOVAL OF THE LUMINAIRES, POLES, CONDUCTORS OR OTHER APPURTENANCES ASSOCIATED WITH THE LIGHTING FACILITIES REGARDING THE SUITABILITY, PRACTICALITY, VIABILITY, OR FUNCTIONALITY OF THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, EXCEPT AS SPECIFICALLY STATED HEREIN. COMPANY SPECIFICALLY DOES NOT WARRANT THAT THE PRODUCTS OR SERVICES WILL INCREASE SAFETY OR REDUCE THE POSSIBILITY OF CRIMINAL ACTIVITY. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE SPECIFICALLY DISCLAIMED.

ARTICLE XI

RIGHT OF WAY: Customer hereby grants Company free access and right of way to maintain install and remove any and all luminaires, poles, conductors and other appurtenances associated with the lighting facilities contained within this Agreement.

ARTICLE XII

CUSTOMER MODIFICATIONS: No modifications to luminaires, poles or related equipment may be made by Customer without prior written approval from Company. Company assumes no liability if luminaires, poles or related equipment are modified in any manner by Customer.

ARTICLE XIII

ASSIGNMENT: No assignment of this Agreement, in whole or in part by Customer, will be made without the prior written consent of Company (and shall not relieve the assigning Party from liability hereunder), which consent will not be unreasonably withheld or delayed.

ARTICLE XIV

AMENDMENT: This Agreement may not be amended except by written agreement signed by an authorized representative of each Party.

ARTICLE XV

REPRESENTATION: Each Party to the Agreement represents and warrants that it has full and complete authority to enter into and perform its respective obligations under this Agreement. Any person who executes this Agreement on behalf of either Party represents and warrants that he or she has full and complete authority to do so and that such represented Party shall be bound thereby.

ARTICLE XVI

COVENANTS: This Agreement is an entire contract, each stipulation thereto being a part of the consideration for every other, and the terms, covenants, and conditions thereof inure to the benefit of and bind the successors and assigns of each of the Parties hereto, as well as the Parties themselves.

ARTICLE XVII

ENTIRE UNDERSTANDING: This Agreement contains the entire understanding of the Parties and supersedes all prior oral or written representation(s) concerning the subject matter hereof.

ARTICLE XVIII

NON-STANDARD EQUIPMENT: These luminaires and/or poles are considered non-standard (non-stock) equipment, and Customer accepts that replacements will not be readily available (six weeks typical delivery time) and may not be exact duplicates of originals.

(Customer Name)

By: _____

By: _____

(Print

Name): _____

Title: _____

Date: _____

Title: _____

Date: _____

DOMINION ENERGY SOUTH CAROLINA, INC. ELECTRIC & GAS COMPANY

By: _____

By: _____

(Print Name):- Daniel F. Kassis

Title:- Vice President, ~~SCE&G~~ Customer Relations and Renewables

Date: _____

Date: _____

Contract No.